

**RENEWAL OF LEASE BETWEEN AVIATION FACILITIES
CORPORATION AND MONTGOMERY COUNTY, MARYLAND**

Made this 25th day of February, 1999 by and between Aviation Facilities Corporation (hereinafter referred to as "Landlord") a Maryland corporation, and Montgomery County, Maryland, a body corporate and politic (hereinafter referred to as the "Tenant").

WHEREAS, the tenant occupies that premises known as T-Hanger A-1 as Montgomery County Airpark in Montgomery County, Maryland pursuant to that lease from the Landlord to the Tenant dated September 27, 1993 (the "Lease") and the parties desire to renew and extend the Lease under the terms and provisions thereof except as herein expressly modified:

NOW, THEREFORE, the following is hereby understood, covenant and agreed.

1. RENEWAL. The parties do hereby renew and extend the Lease for a period of approximately five years commencing March 1, 1999 to and including February 29, 2004. All terms and provisions of the Lease shall continue to be applicable throughout the renewal term specified herein except as herein expressly modified.

2. RENT. The rent payable for the renewal term specified herein shall be Thirty-Four Thousand Five Hundred (\$34,500) Dollars payable in equal monthly installments of Five Hundred Seventy-Five (\$575) Dollars which shall be due and owing on the first day of each month commencing March 1, 1999.

3. CONSUMER PRICE ADJUSTMENT. The index specified in Paragraph 5 of the Lease having been revised, Paragraph 5 of the Lease is deleted and the following shall serve in its place and stead:

Effective the first day of March, 2000, that being the first anniversary of the renewal term, and the first day of each March thereafter during the remainder of this Lease and all extensions and renewals hereof, the monthly base rent payable under this Lease shall be increased to reflect the increase, if any, in the cost of living, that is to say, that the increases pursuant to this paragraph shall be applied to all installments of rent becoming due on or after March 2000, and shall be similarly computed each successive March and applied to the rent payable with respect to that month and each successive month thereafter until application of the next successive increase pursuant hereto. All such increases shall be determined with reference to the "Consumer Price Index - All Urban Consumers, DC - MD - VA - WV, November 1996 = 100" as published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") and shall be computed in the following manner. The monthly rent payable in accordance with this paragraph shall be multiplied by a fraction, the denominator of which shall be one hundred two and 8/10 (102.8) which is agreed to represent the Index for the month of January, 1999, and the numerator of which shall be the Index for the month of January next preceding the particular March in which said adjustment shall become effective. In no event, however, shall the monthly rent payable hereunder ever decrease and in the event that the Index for January of any particular year is less than the Index for the preceding January, then no adjustment shall be made the following March pursuant to this subparagraph. Furthermore, in no event shall any adjustment pursuant hereto ever result in the monthly rent payable hereunder being increased by more the six (6%) percent per annum, unless such limitation is deemed by the Montgomery County Revenue

Authority to be improper. In the event that the Bureau of Labor Statistics changes the base period for the computation of such statistics so that the same becomes no longer available with the period November 1996 = 100 as a base reference, a conversion factor shall be applied to take into account the change in the Index, In the event that the publication of the Index in its present form is discontinued, then adjustment specified in this subparagraph shall be made by reference to such statistics as may be recommended by a department or agency of the United States for such purpose, or absent such recommendation, in such manner as may be reasonably determined by the Landlord.

4. NOTICES. All notices required or desired to be given by either party to the other shall be given by certified or registered mail and by facsimile, which shall be directed as follows or in such substitute manner as either party may by such notice from time to time specify:

To Landlord: AVIATION FACILITIES CORPORATION
c/o Peter A. Greenburg
51 Monroe Street, Suite 707
Rockville, Maryland 20850
Facsimile (301)610-0021

To Tenant: MONTGOMERY COUNTY GOVERNMENT
Dept. of Facilities and Service
110 N. Washington Street, Room 318
Rockville, Maryland 20850
Facsimile (301) 217-6109

5. EXECUTION. This renewal lease shall be deemed an instrument under seal and may be executed in two or more counterparts, each of which shall constitute duplicate original, but all of which, taken together, shall constitute one in the same instrument incorporating by

reference the Lease, that is to say the prior instrument dated September 23, 1993, except as the same may be expressly modified hereby.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date and year first above written.

WITNESS:
LANDLORD:

AVIATION FACILITIES CORPORATION

[L.S.]

By: Diana Swartz

By:

Peter A. Greenburg
President

Date: _____

WITNESS:
TENANT:

MONTGOMERY COUNTY, MARYLAND

[L.S.]

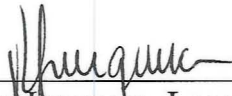
By: Rebecca S. Domaruk

By:

William L. Mooney [L.S.]
WILLIAM MOONEY, ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

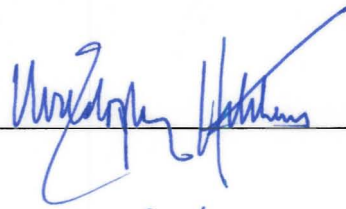
Date: 3/18/99

RECOMMENDED BY:

By: 
Rey Junquera, Leasing Manager
Division of Facilities and Services

Date: 3/10/99

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 
Date: 3.1.99

M:\NETWORK.DTA\WPFILES.PAG\0492\MontCoRenewal